MR. METZ: I would like to put on the record, from the Stipulation as to Factual Matters not in Dispute certain portions (R. 42a).

"Ten: On July 17, 1967, the union, United Mine Workers of America, instituted a strike against Solar Fuel Company, which was current at the time of the hearing on decertification in October of 1968 and at the time of the decertification election in February of 1969.

"Eleven: From the night of July 17, 1967, until the time of the decertification election in February of 1969, corporate plaintiff's mines numbers 3 and 4 were picketed by the United Mine Workers of America and the United Mine Workers of America, District No. 2, through pickets, some of whom were employees of the corporate plaintiff, others were employees, organizers, officers, members or agents of defendants, and others were employees of various surrounding mine operators (R. 43a).

"Fourteen: During a period from July 17, 1967, the defendants, through their organizers, officers, agents, members and/or employees, attempted to cause the plaintiff, Solar Fuel Company, to enter into a contract with the defendants in the same form as the National Bituminous Coal Wage Agreement of 1950, as amended (R. 44a).

(Plaintiffs' No. 208 marked for identification.)

MR. METZ: As I previously started to say, in connection with the stipulation, paragraph 14, which I have already read into evidence, we offer in evidence, as Plaintiffs' Exhibit No. 208, a copy of National Bituminous Coal Wage Agreement of 1950, as it was in effect during the period July 17, 1967, through December 6, 1968.

MR. LIVINGSTON: There is no objection, Your Honor (R. 46a).

(Plaintiffs' Exhibit No. 209 was marked for identification.)

MR. METZ: In connection with the same paragraph 14 of the stipulation, we offer in evidence, as Plaintiffs' No. 209, a copy of the National Bituminous Coal Wage Agreement of 1950, as Amended effected October 1, 1968.

MR. LIVINGSTON: There is no objection, Your Honor.

THE COURT: It may be admitted (R. 47a).

A. (Reading) "Dear Mr. Cascio: As per our telephone conversation of this date, enclosed you will find original and copy of my summarization of the agreement between the United Mine Workers and the Coal Operators, under agreement of 1950, as amended April 1, 1966."

Q. All right. In other words, he sent you an original and copy of his summarization of the terms of the national contract between the United Mine Workers and the Coal Operators. A. Yes.

Q. Now, prior to that time, had you received from anybody a copy of that national coal wage contract of 1950, as amended? A. Yes. The meeting I have alluded to, held on September the 18th, 1968—'67, it was—Mr. Yablonski, Mr. DeGretto, and the others were present. I believe this could be considered a bargaining session. At that time, there had been presented to the company the national contract.

Q. May I see that, the exhibit? I show you Exhibit 208. Can you identify that as anything? A. Yes. That is a National Bituminous Coal Wage Agreement of 1950. This was the contract that was presented to us—to the company at the meeting to which I have made reference.

Q. And that includes—what is the last amendment included in that exhibit? A. There are various amendments.

Q. The very last one. A. As amended, effective April 1, 1966.

Q. And is that the same reference which appears in Mr. Creany's letter to you? A. Yes.

Q. He says he is sending you a copy of—original and copy of his summarization of the agreement between the United Mine Workers and Coal Operators under agreement of 1950, as amended April 1, 1966? A. Yes.

Q. So Exhibit 208 is that? A. Yes.

Q. Now, during the entire course of your negotiations with the United Mine Workers, beginning on September 18, '67, what you say is the first bargaining session, and continuing down into 1968, can you tell us what the basic position of the union negotiators was, with reference to this national wage contract, National Coal Agreement of 1950, as amended April 1, '66? A. Yes. The position that had been taken repeatedly throughout the negotiations, sometimes by a direct statement but other times by going through the contract piecemeal, bit by bit, was that they would not alter any phase of that contract.

Q. And by "that contract," you mean this— A. The national contract referred to in Mr. Creany's letter; yes.

Q. Which is Exhibit 208? A. Yes. (R 625a-627a).

Q. I show you what has been received into evidence as Plaintiff's Exhibit 209, marked the National Bituminous Coal Wage Agreement of 1968, effective October 1, 1968. I ask you whether, at that meeting of December 6, 1968, any reference was made to that amendment which had taken effect October 1, 1968. A. A reference had been made to that amendment. Copies of this agreement had been made available to us previously.

Q. A copy of this amendment? A. A copy of this amendment, and then reference had been made, at the last previous session, to this amendment.

Q. What was the date of that? A. October 24.

Q. October 24, '68? A. Yes.

Q. Go on. A. In the reference—in the meeting of December 6, 1968, a comment was made by Mr. DeGretto, as I recall, and as indicated in the notes, that now there were changes made in the contract that would permit some latitude in bargaining out on some points.

Q. A change was made in what agreement? A. In the 1968 agreement.

By Mr. Metz:

Q. Will you repeat, please, your best recollection as—either as refreshed by that memorandum or otherwise—exactly what Mr. DeGretto said at that session, December 6, 1968? A. In essence, what was said, because of the new language in the new agreement, it allowed the negotiators of the union to negotiate a contract different from that of the national contract. That is, in essence—

Q. And by the new agreement, you mean what—you are touching the amendment of October 1, '68, Exhibit 209? A. Yes, sir. (R. 632a-635a)